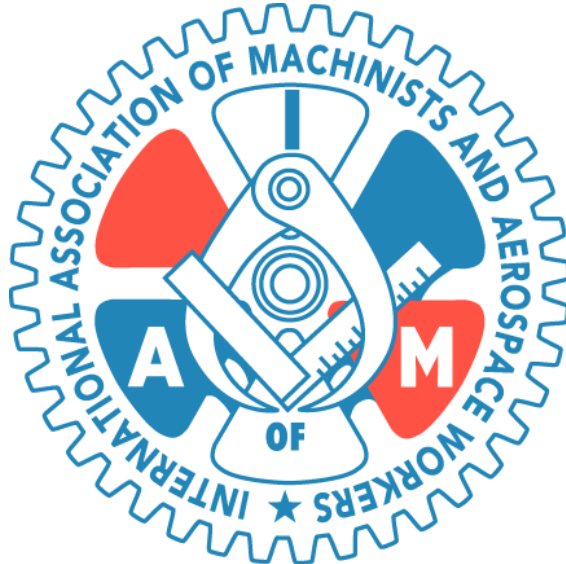


# COLLECTIVE AGREEMENT

between



**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AREOSPACE WORKERS,  
LOCAL LODGE 99**

and



**KAL TIRE**

**April 1, 2017 to March 31, 2020**  
**Ratified March 30, 2017**

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**For the Contract period April 01, 2017 to March 31, 2020**

Between

**KAL TIRE**  
**Hereinafter referred to as the "Employer"**  
**OF THE FIRST PART**

**And**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND,**  
**AREOSPACE WORKERS, LOCAL LODGE 99**  
**Hereinafter referred to as the "Union"**  
**OF THE SECOND PART**

WHEREAS the Union is certified as Bargaining Agent under Alberta Labour Relations Board certificate Number 56-2006 for the following:

AND WHEREAS the Employer and the Union desire to establish and maintain conditions covering the hours of work, rates of pay and other working conditions between the Employer and Team Members in order to maintain a harmonious relationship between the Employer and Team Members covered by the terms of this Agreement, and desire to provide a method of fair and amicable adjustment of disputes which may arise between them; All Team Members (which refers to bargaining unit employees throughout this Agreement) of Fort McMurray, Mildred Lake, Mildred Lake Section Shop, Albian Sands Plant Sites, Syncrude Canada Limited plant sites, CNRL, Kearl Site and Fort MacKay Industrial Park except clerical and sales personnel".

NOW THEREFORE THE EMPLOYER AND THE UNION MUTUALLY AGREE AS FOLLOWS:

## **ARTICLE 1 – BARGAINING AGENCY**

### **1.01**

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on behalf of the above noted Team Members at the following locations:

Fort McMurray Town Store  
Syncrude Plant Sites  
Mildred Lake Tire Shop  
Mildred Lake Section Shop  
Albian Sands Plant Sites  
CNRL Plant Site  
Fort MacKay Industrial Park  
Kearl Site

### **1.02**

The Employer agrees to deal only with the Executive Officers and/or Business Representative of the Union in matters relating to changes of any terms or conditions of the Agreement.

### **1.03**

If a bargaining unit Team Member is required to perform duties of a Team Member normally excluded from the bargaining unit for a period of thirty (30) days or longer, that Team Member shall be excluded as provided for in Article 1.01 until he or she returns to former duties.

## **ARTICLE 2 – UNION SECURITY**

### **2.01**

The Employer agrees that as a condition of continued employment, all Team Members for whom the Union is recognized as the sole bargaining agent in accordance with Article 1 *hereof*, must become members of the Union immediately upon commencing employment and must maintain membership in good standing in the Union, and the Union agrees to accept into membership in good standing all those who are so employed.

### **2.02**

In the event any such person refuses to join the Union, (except for the religious exemption as provided for in the Labour Relations Code), or fails to maintain membership in good standing with the Union, the Employer shall forthwith upon being so notified by a member of the Union Executive or the Business Representative dismiss that Team Member. Provided, however, that the Employer shall not be bound to dismiss any Team Member who is expelled from the Union for other than reasonable, good and sufficient cause.

## **ARTICLE 3 – DUES AND DEDUCTIONS**

### **3.01**

The Employer agrees to deduct from the wages of each Team Member, upon written authorization from the Team Member, which the Employer shall submit to the Team Member for signature at the time of hire, such monthly dues or assessments as are provided therein.

### **3.02**

Notification of any change in dues or assessment shall be given by a member of the Union Executive or the Business Representative to the Employer. The money deducted during the month shall be forwarded by the Employer to the Union Office not later than the fifteenth (15<sup>th</sup>) of the month following the date of deduction, together with a written statement of Name, Location, Employment Date and Termination Date of the Team Members from whom deductions were made and the amount and purpose of each deduction. Any Team Members not paying dues in a specific period for reasons of compensation or sick leave shall be so noted.

## **ARTICLE 4 – SENIORITY**

### **4.01**

A Team Member who transfers to a position outside of the bargaining unit shall continue to accumulate Company seniority, but will not continue to accumulate seniority for the purposes of layoff if ever he/she returns to the bargaining unit. Upon return, layoff seniority would be as of the day they left the bargaining unit.

### **4.02**

Seniority may be exercised only in the location where the Team Member is currently employed. If a Team Member is transferred to another location by the Employer, his seniority shall be continued without interruption.

### **4.03**

Team Members shall serve a probationary period of three (3) calendar months. Seniority becomes effective when a Team Member completes the probationary period and then shall date from the first day of service.

### **4.04**

Seniority shall be determined by the total period of a Team Member's service including vacations, authorized leave, sick leave and layoffs lasting less than one (1) year, except as follows:

- (a) If a Team Member is absent for more than seven (7) days without permission, or
- (b) If a Team Member fails to report to the Employer every thirty (30) days when off duty to sickness or injury, or
- (c) If a Team Member fails to return to work with one (1) week of notice requiring them to do so after a layoff. The Employer will notify the Union immediately if a Team Member cannot be contacted.

### **4.05**

Seniority shall be considered to end when a Team Member has been discharged or voluntarily leaves the service of the Employer, or has been laid-off for a period longer than one (1) year. Where it is found that a Team Member is wrongfully discharged, that Team Member shall not suffer any loss of seniority if reinstated to employment.

### **4.06**

A seniority list will be composed by the Employer, with all Union Members working at locations covered by this C/A, in order of the first day they started with Kal Tire and the IAM Local 99, starting from the most senior to the least senior, and provided to the Union office every month on the last day of the month and posted on the sites Union board.

## **ARTICLE 5 – VACANCIES, POSTINGS, PROMOTION AND LAY-OFF**

### **5.01**

Where a vacancy occurs within the locations described in Article 1.01 or a new position is created, a notice will be posted on bulletin boards for a minimum of eleven (11) calendar days at all Kal Tire locations. Application for the posting may be submitted to the Immediate Supervisor during the posting period.

Copies of every posted vacancy, for locations covered by this C/A, will be provided to the Union office.

Confirmation will be provided to all applicants prior to the closing date of the posting for which they have applied from the posting chair.

### **5.02**

Posted positions shall be filled in accordance with the provisions of Article 5.03. When a suitable applicant is not found within the bargaining unit, the Employer may fill the position from other applicants either within or outside of the Company.

### **5.03**

The Employer agrees to recognize seniority together with training, knowledge, experience, physical fitness, efficiency and ability to perform the work when considering applicants for a posting.

Preference for all postings, at locations covered by this agreement, will be given to IAM Lodge 99 members over Kal Tire Team Members that are not from within this bargaining unit.

### **5.04**

#### **Temporary Layoffs (60 days or less)**

- a) In the event of a temporary layoff, layoffs will be in reverse order of seniority, which means the least senior Team Member of the seniority list of a category in the location affected, will be laid off first.

In the event more temporary layoffs occur at the same location within twelve (12) calendar months, Team Members laid off in the twelve (12) month period will be exempt from further layoff for that one (1) year period except where all other Team Members have been temporarily laid off as well. Such one (1) year time period will be measured from the commencement of the first layoff to the commencement of the second or subsequent layoffs. So, if the least senior Team Member is laid off January 1 for thirty (30) days, if a second layoff occurs on or before December 31 that Team Member will be exempt from layoff. It is understood and agreed that the operation of seniority to temporary layoffs is subject to operational needs and the Team Member must have the skills required to complete work competently and efficiently.

A temporary layoff is defined as a layoff that is anticipated to last sixty (60) days or less. In the event a temporary layoff extends beyond sixty (60) days, it shall be deemed to be a permanent layoff and the provisions governing long-term layoff shall be invoked.

## Long-Term Layoffs (over 60 days)

- b) For purposes of layoff and recall:
    - i. Town Store, Section Shop at Mildred Lake, Warehouse at Mildred Lake, and the Fort MacKay Store will have separate department seniority lists.
    - ii. Fly-in, fly-out operations will be a department and will have a combined department seniority list.
    - iii. All other locations will be a department and shall share a combined seniority list.
  - c) In the event of a long-term layoff, layoffs will be in reverse order of seniority, which means the least senior Team Member on the seniority list in the category will be laid off first.
  - d) The categories will be:
    - i. E/M & OTR
    - ii. Inventory Tech
    - iii. Auto Mechanic
    - iv. Auto Apprentice
    - v. Tire Serviceman
- In the event of layoffs or a branch closure at the **Fort MacKay Store**, the Team Members will be able to attach their seniority to the combined seniority list described in Article 5.04(b) (iii).

### **5.05**

Recall of laid-off Team Members will be carried out in order of seniority, with the most senior Team Member of a category affected being recalled first.

The recall period is one (1) year after layoff but a Team Member may request that their recall period be abridged and, if approved, the Employer will pay out termination pay pursuant to the provisions of the *Employment Standards Code* or any legislation replacing that statute and the Team Member's seniority rights will be exhausted.

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

### **6.01**

This clause, where it defines the normal hours of work and workweek, shall not be construed as a guarantee of hours of work per day or per week, but merely provides the basis for the calculation of overtime. Neither shall it serve as a restriction on the scheduling of a longer or shorter workday or workweek.

### **6.02**

The Employer agrees to notify, and mutually agree with the Union, before making a change in the normal hours of work or implementing a new shift.

### **6.03**

Each Team Member who has left the premises and is called in for overtime work shall be entitled to a minimum of two (2) hours pay for such work.

**6.04**

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1½) times the regular hourly rate, except as provided in Schedule "B" of this Agreement.

**6.05**

Overtime shall be distributed as equitably as possible. First among all Team Members within the department and then among those Team Members qualified to perform the work. An overtime list will be posted on the Bulletin Board at each location and will be kept up to date.

A current list of Team Members will be posted at each branch for overtime hours. If any Team Member is called to work overtime and refuses, 12 hours is added to the Team Members total overtime hours. If a Team Member is called by phone to work overtime and is unavailable or does not answer, the manager will leave a message. 12 hours will be added to the total overtime hours. If a Team Member calls in sick on or before the Team Members last scheduled shift, the Team Member does not qualify to work overtime before their next regular shift. If all factors are equal, seniority will prevail for the first choice of overtime.

When a Team Member's transfers from another Branch the Team Members accrued overtime from the previous Branch will follow them.

**6.06**

The hours of work shall be consecutive with the exception of a fifteen (15) minute rest break during the first four (4) hours of the shift, an unpaid lunch break not to exceed one (1) hour and a fifteen (15) minute rest break during the last four (4) hours of the shift.

Team Members on 12 hour shifts (as per Schedule "B" Special Conditions) will take a 15 minute paid rest break within the first 4 hours of their shift, and a ½ hour paid lunch break in the middle of their shift, and a 15 minute paid rest break within the last 4 hours of their shift.

**6.07**

When overtime work of more than one (1) hour is to be performed, immediately before or after a regular shift, the Team Member shall be given a fifteen (15) minute rest break.

**6.08**

When overtime work of more than two (2) hours is to be performed immediately before or after a regular shift, the Team Member is also entitled to a meal allowance \$14.00 for a meal and beverage, except when a meal is provided.

**6.09**

The regular workweek will be Monday through Friday. However, an exception is made for the scheduling of a Tuesday through Saturday shift to serve the retail tire trade and mechanical business. The number and classification of Team Members affected by the excepted shift schedule shall be determined by mutual agreement following notice to implement such a shift.

**6.10**

A day shift shall be considered as any shift commencing between the hours of 6:00 a.m. and 11:00 a.m.; an afternoon shift will be any shift commencing between the hours of 11:01 a.m. and 5:00 p.m.; a night shift will be any shift commencing between 5:01 p.m. and 5:59 a.m.



**6.11**

Team Members required to be on-call shall be paid one (1) hour at overtime rate each day. Additionally, each call-out shall be paid by at least two (2) hours at overtime rate or overtime rate for actual hours worked, whichever is greater.

**ARTICLE 7 – PAID HOLIDAYS**

**7.01**

The Employer will recognize the following Holidays, for which Team Members will be paid at regular rates for all Holidays in the Agreement, regardless of which day these may occur. Alternatively, a Team Member shall receive a paid day off in lieu of a Holiday falling on a day which the Team Member is not scheduled to work.

- |                |                  |
|----------------|------------------|
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Remembrance Day  |
| Canada Day     | Christmas Day    |
| Heritage Day   | Boxing Day       |
| New Year's Day |                  |

The Employer agrees to make all reasonable efforts to give the Team Members a half (1/2) day paid holiday on Christmas Eve.

**7.02**

In order to receive pay for a Holiday the Team Member must work on the last scheduled shift preceding and the first scheduled shift following the Holiday, unless failure to work on those days is accounted for by a letter in writing from a qualified medical practitioner to the effect that the Team Member was unable to work due to illness, or if in the opinion of the Employer the Team Member had a reasonable excuse for failing to work.

**7.03**

Notwithstanding 7.02 a Team Member is eligible for this payment provided that a regularly scheduled leave of absence has been approved for the date preceding and/or following the holiday. Such leave must be approved in advance of the Holiday by the Department Manager.

**7.04**

When a Team Member is required to work on a Holiday he shall receive one and one-half (1½) Times his regular pay for hours worked in addition to regular pay for the holiday.

**7.05**

Where the Employer is under a contractual obligation to a 3<sup>rd</sup> party to maintain its operations on a Holiday, as listed in Article 7.01, an Team Member required to work on that Holiday shall in all cases receive one and one half (1½) times his regular rate of pay for hours worked in addition to regular pay for the holiday.

## **7.06**

A Team Member will be allowed to bank three (3) stat holidays per calendar year regardless if the stat is worked or not, subject to approval from immediate supervisor. Banked stat holidays are intended to fill up a block of vacation. The banked stats are not intended to gain extra vacation.

Team Members working 7 day (7 on and off) shifts will be allowed to bank 4 (four) Statutory Holidays, and Team Members working 6 day (6 on and off) shifts will be allowed to bank three (3) Statutory Holidays regardless if the Stat is worked or not. These banked stats are to be used with blocks of vacation and when to take them is subject to Supervisor approval per Article 8.02.

## **ARTICLE 8 – VACATION WITH PAY**

### **8.01**

Team Members shall earn and receive vacation with pay subject to terms and conditions set out as follows:

### **8.02**

Preference for vacations shall be based on seniority except where the Employer considers it necessary or advisable to alter such preference in order to maintain an efficient operation. Vacation request forms will be submitted to the employer by March 1<sup>st</sup>. The Employer will post vacation schedules by March 15<sup>th</sup> of each year. Vacations not scheduled by March 1<sup>st</sup> will be on a first come first served basis.

### **8.03**

In the event that a Holiday occurs during a Team Member's vacation period, the Team Member may take an extra day at the beginning or end of his vacation period, or one day's pay in lieu thereof. The Team Member must notify his Immediate Supervisor, regarding his intent, prior to commencing his vacation.

### **8.04**

Team Members who have been employed continuously by the Employer for two (2) years or more shall be entitled to three (3) weeks of vacation with pay. Team Members who have been employed continuously by the Employer for eight (8) years or more shall be entitled to four (4) weeks of vacation. Team Members who have been employed continuously by the Employer for twenty (20) years or more shall be entitled to five (5) weeks of vacation with pay. One vacation week (time off) will be equal to 40 hours.

### **8.05**

In accordance with Alberta Labour Regulations a Team Member is not allowed to work in lieu of taking at least two (2) weeks of annual vacation.

### **8.06**

Vacation pay for all hourly workers shall be computed on the basis of one week's regular pay for every week of vacation to which the Team Member is entitled. Any residual vacation shall be paid out immediately after January 1<sup>st</sup> annually.

### **8.07**

A common anniversary date of January 1<sup>st</sup> shall be used for the purpose of scheduling annual vacation.

New Team Members and Team Members that change vacation weeks, will accrue and be allowed vacation per the formula set out in *Employment Standards Code*. For Team Members that have been employed for less than one year, and for Team Members that have reached one year of employment and change years of vacation allowed per Article 8.04, their accrual and allowance to take vacation will be as per how the *Employment Standards Code* sets it out even with the Common Anniversary date.

## **ARTICLE 9 – GENERAL PROVISIONS**

### **9.01**

It is agreed between the parties hereto that, except as provided herein, time off shall not be given in lieu of overtime unless in the discretion of the Employer it is deemed necessary or advisable to do so and the Team Member agrees.

### **9.02**

Without limiting the Union's recognition of Management as found in Article 12 hereof, the Employer agrees that no member of the bargaining unit shall be in a position to exercise any function of Management relating to discipline or discharge of any Team Member.

### **9.03**

It is agreed that Part-time Team Members shall not displace or replace any Permanent Team Member.

### **9.04**

Supervisors and other Team Members outside the bargaining unit shall not perform bargaining unit work, except in the case of instruction, emergency, or peak workload conditions.

### **9.05**

The Employer agrees to make reasonable provisions for the maintenance of acceptable health and safety standards in the workplace and shall comply with the Occupational Health and Safety Act.

### **9.06**

The Employer agrees to supply sufficient coveralls to Team Members, as required, free of charge. The Employer agrees to supply winter clothing for Team Members working outside. Team Members requisitioning replacement winter clothing will be required to present their current coveralls or clothing for inspection.

### **9.07**

Banking of overtime hours will be available as agreed between the Employer and the Team Member.

### **9.08**

Discipline notices older than one (1) year will be null and void provided there is no further discipline imposed during that period.

**9.09**

Team Members will be reimbursed for reasonable expenses for the pre-approved purchase of Safety Boots and boot related accessories up to a maximum of \$250.00 per calendar year. Team Members wishing to replace their existing boots will present their current boots for inspection and approval of the purchase of new boots. Receipts will be accumulative and must be submitted all at once. All receipts will also be submitted for the calendar year to which the purchase was made. There will be no carry overs.

**9.10**

A Tool Allowance will be paid to mechanics and/or apprentices of 3% or \$0.75 per hour, whichever is greater, based on proof of purchase for new or replacement tools required to perform their duties.

**9.11**

Team Members called for Jury Duty or as a Crown Witness will receive their normal pay for work days missed.

**9.12**

Kal Tire will provide financial support for Team Members who seek to further their education in the following areas:

Kal Tire will provide financial support for approved Team Members who seek to further their education in the following areas:

1. Apprenticeship programs in Automotive Mechanics.
2. Enrollment in Government of Canada (SUB Program) to 95%. Kal Tire will pay for tuition and books upon successful completion of yearly course work. All payments (amounts in excess of SUB Program payback, books and tuition) will be in the form of a forgivable loan cumulative over the four year course. The loan amount will be written off in 4 equal parts each after 6 months of employment after the Team Member has achieved journeyman status. Failure of the Team Member to remain employed with Kal Tire will result in the outstanding loan balance to be repaid immediately upon termination or resignation. This will not apply to a permanent layoff or termination without cause. The Employer agrees to provide a statement of this amount annually.
3. The Employer agrees to pay a maximum of one thousand dollars per apprenticeship year for approved housing with a valid receipt. The cumulative amount will be added to the forgivable loan as defined in 9.12.2
4. Apprentices will receive their next classification level upon completion of schooling and hours (hours will be cumulative throughout the whole apprenticeship program). The next level of pay will be retroactive to the date of return from school and upon certification of a pass mark and completion of required hours.

**9.13**

Persons not covered by this Agreement, except in cases of emergency job training purposes, shall not perform work that is normally performed by Team Members covered by this agreement, except in abnormal peak workload conditions.

**9.14**

Any "Substance/Drug" policy that is to be implemented by the Employer will be negotiated between the parties, and if agreement cannot be reached in 60 days, or the Employer is required by its customers as a condition of contract continuance, then the Employer shall implement a substance drug policy that is in the best interest of all concerned.

**9.15**

The Tool Insurance coverage paid by Kal Tire will be increased to \$40,000 for losses suffered by the Team Member that are directly related to a theft that is the subject of a proper police investigation or through fire to the Kal Tire premises. This will not cover tools lost or misplaced during regular business hours. The Team Member is personally responsible to provide digital images of their tools and to agree with the Immediate Supervisor on what tools are acceptable to have on location. The Team Member is solely responsible for the \$200 deductible portion on any insurance claims.

**9.16**

In the event of the serious illness of a member of the immediate family of a Team Member as such members are described in Article 13.04, then the Team Member may apply to his Supervisor for a permitted temporary absence on compassionate grounds to assist and support such family member. The decision as to whether such temporary absence will be permitted and the conditions thereof, including the length and whether with or without pay, will be determined at the sole discretion of the immediate supervisor. The granting of any such temporary absence or refusal thereof, shall not at any time be deemed to be an established precedent or accepted past practice as regards the possible granting or refusal of any other Team Members' similar application including any conditions thereof, (e.g. However, any Team Member being refused their application may request that the next level of Management review such decision).

**9.17**

If a Team Member is required to travel outside of the Municipality of Wood Buffalo on a regularly scheduled workday for medical reasons, then he/she will receive one (1) day's pay at the applicable wage rates once per calendar year. The Team Member will supply a doctor's note verifying the appointment and/or visit.

**ARTICLE 10 – NO DISCRIMINATION**

**10.01**

No Team Member shall be transferred, dismissed or discriminated against in any way for any lawful Union activity, or for serving in a responsible capacity with the Union, or the administration of or for reporting to the Union any violation of the provisions of this agreement.

**10.02**

Any Team Member alleging wrongful transfer, dismissal or discrimination, may place his complaint before Union representatives and may lodge a grievance subject to the Grievance Procedure established in this Agreement.

### **10.03**

This Collective agreement will include no discrimination for all that is included in the individual Rights Protection Act of Alberta.

The Employer and the Union agree there will be no discrimination, intimidation or coercion exercised or practiced by the Employer or by the Union, or by any of the representatives, with respect to any person because of race, colour, religious beliefs, sex, age, marital status, ancestry, or place of origin of that person, or to a person having a mental or physical handicap. The parties agree that harassment is not tolerated in the workplace. Every reasonable effort will be taken to assure no Team Member is subject to harassment in any form. Any complaints will be dealt with through the grievance procedure.

## **ARTICLE 11 – RATES OF PAY**

### **11.01**

The Employer agrees that during such times as this Agreement is in force, it will pay all persons covered by the terms of this Agreement who are hourly Team Members not less than the rates set forth in Schedule "A" entitled rates of pay, which is attached hereto and made part of this Agreement, and if any Team Member is receiving a wage rate in excess of the rates herein contained such wage shall not be reduced by reason of the signing of this Agreement.

### **11.02**

It is agreed that in the event a new job classification is instituted, other than those set forth in Schedule "A" attached hereto, the Employer and the Union shall meet and negotiate a rate of pay and job description for such Team Members.

### **11.03**

All Team Members covered by this agreement, other than those employed at the Town Store, shall be paid not less than the rates set out in Schedule "B" Special Conditions.

### **11.04**

The Employer agrees to perform annual performance appraisals; the review will consist of a written evaluation, which will be completed by the end of February and will be discussed with the Team Member.

The Employer agrees to hold annual job discussions prior to July 1 for all Team Members who are covered by this Agreement and are either Class "C" or Class "B" rate in any category.

The job discussion will involve an evaluation of the Team Member's performance and a personal interview with the Department Supervisor. The Supervisor conducting the interview shall state, in writing, the development action required of the Team Member to progress into the next Class rate. A Team Member who is not satisfied with the results may have the evaluation or development plan reviewed by the next level up.

### **11.05**

Payday will be every two (2) weeks on Thursday. All earnings accrued in a two (2) week period shall be remitted on the payday of the week following the end of a pay period. Pay stubs will be delivered to the Team Member within (3) business days.

Any errors or omissions in a pay period that are under \$200 two hundred dollars will be corrected in the following pay cheque. Any errors or omissions, where the Employer was at fault, exceeding \$200 (two hundred dollars) will be corrected within 72 hours after notification of such error. Should a Team Member be overpaid due to a clerical error the company shall first notify the Team Member of the over payment and negotiate a reasonable repayment plan.

## **ARTICLE 12 – UNION RECOGNITION OF MANAGEMENT**

### **12.01**

The Union recognizes the right of the Employer to exercise the functions of Management including, without limiting the generality thereof, the right to hire new Team Members and to direct the working force, to promote and demote, transfer, lay-off due to lack of work, suspend or otherwise discipline or discharge for just cause any Team Member subject to the right of the Team Member to lodge a grievance in the manner and to the extent hereinafter provided, and the Employer agrees to give to the Union notice of discharge for cause of any Team Member within three (3) days of occurrence.

### **12.02**

The Union also recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and alter from time to time reasonable rules and regulations to be observed by Team Members, which shall not be inconsistent with the provisions of this Agreement.

### **12.03**

The Employer agrees to use its authority in a fair and reasonable manner.

### **12.04**

The Team Members and the Union agree that the foregoing enumeration of Management's rights shall not be deemed to exclude any other recognized functions of Management not specifically covered in this Agreement.

## **ARTICLE 13 – GROUP INSURANCE, SICKNESS BENEFITS AND BEREAVEMENT LEAVE**

### **13.01**

Team Members shall pay one hundred (100) percent of Alberta Health Care insurance costs.

The Employer agrees to maintain a Life Insurance and a supplementary Health Insurance plan. The Employer agrees to maintain a benefits program providing coverage with limits set forth in the plan for group coverage. A permanent Team Member shall become a member of this plan three (3) months after the date of hire. The Employer agrees to pay one hundred (100) percent of the premium costs of the Kal Tire Bronze Plan for each Team Member commencing one year after the date of hire. Any Team Member that chooses to upgrade their plan will pay the cost difference from Bronze. A booklet describing benefits under the plan will be provided to Team Members and the Union Office from the Employer.

The Employer agrees to maintain a long-term salary continuance plan and the Team Members agree to pay the full premium cost thereof. The benefit will be 66 2/3% up to a maximum of \$5,000 per month.

For Team Members who require corrective lenses, Kal Tire will pay the costs of one pair of safety lenses and frames excluding any expenses thereof for any photo grading or tinting of such lenses or any non-standard frames. Kal Tire will also pay the costs of a Team Member’s eye examination and any replacement lenses for such safety glasses if the examination is reasonably required because of a Team Member’s astigmatism changing during a period less than 2 years. Kal Tire will not be responsible to pay the costs of repairing or replacing such safety glasses unless such relates to extraordinary damage related to any Team Member’s work and not to a Team Member’s negligence. A Team Member must obtain their Supervisor’s approval for these safety glasses and examination costs beforehand and submit proper receipts thereafter.

**13.02**

Dental benefits as per Kal Tire Bronze plan.

**13.03 SHORT TERM SICKNESS AND DISABILITY BENEFITS**

All Team Members covered by this Agreement shall be entitled to benefits subject to the following conditions:

A Team Member must report to their Immediate Supervisor and claims will be calculated from the time a report was made; telephone or personal contact must be maintained on a weekly basis; the sickness must not be self-inflicted through misuse of drugs, alcohol. Sickness or disability lasting two (2) days or more must be substantiated with a letter from a qualified Medical Practitioner to the effect that the Team Member is unable to work due to sickness.

The benefit schedule applies each time a sick-pay claim is made and covers sixty-four (64) working days for eight (8) hour shift Team Members and forty three (43) working days for a twelve (12) hour shift Team Members in a calendar year period.

Sick Pay (STD) for Kal Tire Team Members working 8-hour shifts at the Town Shop shall be paid as per the 8-hour table in clause 13.03.

8 - Hour Shifts		
Length of Service	Days paid at 100% of rate	Days paid at 75% of rate
0-3 months	0	0
3 m+1d to 1 year	0	9
1 year to 3 years	12	15
3 years to 6 years	15	21
6 years to 9 years	18	27
9+ years	21	43

**64 x 8 hour shifts = 512 hours of coverage**



12 - Hour Shifts		
Length of Service	First days paid at 100%	Remaining days paid at 75%
0-3 months	0	0
3 m+1d to 1 year	0	6
1 year to 3 years	8	10
3 years to 6 years	10	14
6 years to 9 years	12	18
9+ years	14	29

**43 x 12 hour shifts = 516 hours of coverage**

### **13.03B Serious Physical Illness/Injury**

Additionally, the Employer agrees that in the event a Team Member, with more than one (1) year service, is diagnosed or hospitalized due to a serious physical illness/injury, the company will cover the maximum benefit period of (43) forty three days (12 hour shifts) or (64) sixty four days (8 hour shifts), at 100% of the Team Member's wage or until their return to work, whichever is shorter.

A serious physical illness/injury will be defined by one or more qualified medical practitioners as an acute or chronic illness or injury that requires either or both immediate hospitalization for major surgery or long term treatment and recuperation in hospital or elsewhere. This provision is intended to govern serious conditions like heart attacks, strokes, cancer and other such similar maladies. The Team Member, with doctor's permission, will be required to return to work on modified duties when made available by the company. All STD benefits claims are subject to a review by an Employer appointed third party disability management provider and reasons for denial will be provided to the Team Member and the Union within 7 calendar days.

Sickness or disability cases exceeding ninety (90) calendar days will be submitted to the Long Term Disability benefits program.

### **13.04 BEREAVEMENT LEAVE**

Bereavement leave without loss of pay will be provided upon the death of a member of a Team Member's immediate family. The maximum amount of bereavement leave with pay allowed will be three (3) days. Immediate family is defined as a Team Member's spouse, parents, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, plus sons, daughters, brothers, sisters, or their spouses, nieces, nephews and step-children. Additional days without pay can be requested for bereavement needs as agreed by both parties.

Proof of death may be required at the discretion of the Employer. If proof of death is required, the Team Member will have thirty (30) days to provide proof of death to the Employer. The Team Member will receive bereavement pay in the next pay period after having provided proof of death.

### **13.05**

The Employer, at his discretion, shall grant Leave of Absence without pay and without loss of seniority to any Team Member requesting such leave for good and sufficient cause. Leave of Absence applications must be made one (1) month in advance of leave, in writing. The Employer will render a decision within thirty (30) days of receipt of the application for leave.

## **ARTICLE 14 – WORKERS’ COMPENSATION**

### **14.01**

Any Team Member entitled to receive Workers’ Compensation benefits as the result of an injury or illness suffered must notify their Department Manager and complete an accident report as required by the Workers’ Compensation Act. The amount of benefit shall be as determined by the Workers’ Compensation Act, and is payable from the Workers’ Compensation Board directly to the Team Member.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

### **15.01**

The Employer and the Union both agree that the settlement of any complaint or grievance arising out of the terms of this agreement should, so far as possible, be arranged between the Team Member and the Immediate Supervisor.

### **15.02**

A difference between the Employer and the Union as to the meaning and application of the provisions of this Agreement shall be considered a policy grievance. Any policy grievance will be processed by the Executive of the Union and shall be submitted to the Employer under Step 2 of the Grievance Procedure.

### **15.03**

Unless a grievance of a Team Member or a policy grievance is presented to the Employer within ten (10) working days of the grievor, from the date when the grievance first arose, or in the case of dismissal within ten (10) working days of the grievor’s notification to the Union, the grievance is waived and the Team Member or the Union shall not be permitted to present the same to the Employer thereafter.

### **15.04**

Any complaint, disagreement or difference of opinion between the parties hereto concerning interpretation, application, operation, or any alleged violation of the terms of this Agreement shall be considered a grievance and the procedure of settlement shall be as follows:

#### **Step 1**

If the complaint or grievance is not satisfactorily resolved in discussion between the Team Member and the immediate Supervisor, it shall be set out in writing citing the alleged violation of the Collective Agreement including the Article(s) affected. It shall be submitted in this form to the Immediate Supervisor within the time limits specified in Article 15.03. A

decision will be forwarded to the Union within ten (10) working days of receiving the grievance.

**Step 2**

If the grievance is not resolved in Step 1, within ten (10) days the Union shall submit the grievance to the Area Manager or Zone Manager in writing clearly stating the alleged violation of the Collective Agreement including the Article(s) which were allegedly violated. This submission must be made within ten (10) working days of receiving the Step 1 response. The Area Manager or Zone Manager, responsible for the division will make the decision known to the Union and Shop Steward who filed the grievance within ten (10) working days of receiving the grievance.

**Step 3**

If the grievance is not satisfactorily resolved in Step 2, within ten (10) days the Union shall submit to the General Manager or Senior Zone Manager, a request to hold a meeting between the Union Business Representative, the Shop Steward, the grievor and the General Manager or Senior Zone Manager, responsible for the division to hear the grievance. A full hearing of the grievance will be held within ten (10) days of receiving written request to do so. A decision will be forwarded to the Union within ten (10) working days of the hearing.

If the decision is unsatisfactory to the Union, the grievance may be submitted to Arbitration, notice will be given in writing within 10 days of receiving the written reply from the Employer.

The parties agree to meet at each step of the grievance process.

**15.05**

The time limits expressed in the foregoing shall exclude Saturdays, Sundays, designated Holidays and normal time off.

It is understood and agreed that the time limits specified in Steps 1, 2 or 3 may be altered by mutual agreement between the Employer and the Union.

**ARTICLE 16 – STRIKES AND LOCKOUTS**

**16.01**

There shall be no lockouts by the Employer and no interruption, strike, work stoppage, sit-down or slowdown by a Team Member or Team Members during the term of this Agreement.

**ARTICLE 17 – UNION RELATIONSHIPS**

**17.01**

The Company shall keep the Union advised in writing with an up to date list of names of those persons authorized to act on the behalf of the Companies various business divisions with the Union. The Union agrees to recognize those representatives whose names have been submitted in writing.

The Union shall keep the Employer advised in writing with up to date lists of names of Executive Officers and Stewards who are authorized to act on behalf of the Union with the Employer. The

Employer agrees to recognize only those representatives whose names have been submitted in writing.

**17.02**

Stewards shall be regular full-time Team Members with the Employer. They must have at least six (6) months service; an exception shall be made where a Team Member cannot be found with six (6) months service to three (3) months service. Stewards may be selected in any manner determined by the Union. Management will be informed of the names of the Stewards on a regular basis.

**17.03**

Stewards shall be appointed to represent each department at all locations as may be required from time to time.

**17.04**

Stewards shall meet with representatives of the Employer quarterly. Monthly if required by either party, in order to discuss problems, which may arise.

If available, stewards will be present when the employer is discussing any discipline or termination of Team Members.

**17.05**

Stewards will be allowed a reasonable amount of time per month (up to 2 hours), without loss of pay, to present grievances to representatives of the Employer under Steps 1 and 2 of the Grievance Procedure, provided they first obtain permission from their Immediate Supervisor to leave their work assignment. The Steward and the grievor will be granted time off, without pay, to attend Step Three meetings at the request of the Union Business Representative.

**17.06**

Team Members having grievances shall not discuss them with Stewards during working hours unless they have first obtained permission from their Immediate Supervisor. The Employer agrees such permission will not be unreasonably refused.

**17.07**

The Employer agrees to permit Union Representatives a reasonable amount of time off, without pay, to attend to the necessary business of the Union.

**17.08**

Kal Tire will pay a total of 192 hours of Team Member's regularly scheduled time, to be divided amongst Union Bargaining Committee members, during negotiations.

**17.09**

Bulletin board space will be reserved for the purpose of posting official Union notices and papers. The Union agrees that such notices and papers will not contain references detrimental to the maintenance of a harmonious relationship between the Employer and the Union. On customer mine sites, subject to customer approval, the company shall supply bulletin board space at each location.

### **17.10**

When a Team Member is elected to a "Full Time" position in the Union, the company shall grant a Leave of Absence to that Team Member for the duration of the elected term. Seniority will continue to accumulate for this Team Member. If the term is three (3) years or less, the Team Member shall return to his/her previous position and location. If the term is more than three (3) years then the Team Member shall return to a position mutually agreed to by the Employer and the Union at the current wage rate.

### **17.11**

#### **Retirement Savings Plan**

The Union and Kal Tire have agreed to include Kal Tire's Base Plan as part of the Collective Agreement. All permanent full-time members who have completed two (2) years of permanent full-time service are enrolled in the plan. At the two (2) year mark, team members will make a 2% contribution and Kal Tire will pay once, annually, either in May or June 5% of the Team Member's annual earnings.

Team members can make voluntary contributions to an RRSP fund from Kal Tire's provider at any time once hired.

## **ARTICLE 18 – BOARD OF ARBITRATION**

### **18.01**

The Board of Arbitration shall consist of a single Arbitrator, who shall be one of the persons named in 18.05, and shall be selected as follows:

- a) The person named on the schedule who has the number 1 beside his name shall hear and decide the first arbitration.
- b) The person named on the Schedule who has the number 2 beside his name shall hear and decide the second arbitration case held after the said date, and so on until the last person named on the Schedule has heard and decided an arbitration case. Thereafter the person who has the number 1 beside his name shall hear and decide the next case, and so on.
- c) In the event that the person whose turn it is to be Arbitrator is unwilling or unable to hear and decide the case within thirty (30) days after he is contacted, or in the event that that such person is directly interested or involved in the outcome of the controversy under consideration, then in any such event that person shall be passed over in favor of the person next named in 18.05.

### **18.02**

It is understood and agreed that the time limits set forth herein may be altered by mutual agreement between the Employer and the Union.

### **18.03**

Any grievance submitted to arbitration shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may however interpret its provisions.

The expense of the arbitrator shall be borne equally by the Employer and the Union, unless otherwise provided by law. The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

### **18.04**

The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of any grievance involving a discharge shall be entitled to substitute lesser disciplinary penalty than was imposed by the Employer.

### **18.05**

Arbitrators:

1. Andrew Simms
2. Bill McFetridge
3. David Jones
4. Lyle Kanee
5. James Casey
6. Tom Hodges

## **ARTICLE 19 – NEW TECHNOLOGY CHANGE**

### **19.01**

Both the Employer and the Union agree that it is important to discuss the introduction and implications of technological change in the workplace where that change will affect Team Members. Where the Employer intends to introduce technological or procedural change in the workplace, it will meet with the Union to discuss the implications of the change 90 days prior to implementation.

Technological change will be considered the introduction of new or modified equipment and/or processes, which will displace any Team Members in a Location. The Employer will provide information about the new technology and the impact on the Team Members.

Where a Team Member needs some skills upgrading to assume another position within the department or location, the Employer and the Union will encourage the Team Member to participate in the skills upgrading. This may involve attending a course inside or outside the Company. The Employer will assume the cost of any agreed to course, transportation and wages. Transportation will be reimbursed at \$.50 per kilometer. All expenses paid over \$1000 will be in the form of a forgivable loan. The Loan amount will be written off over the period of one year in 4 equal parts after each quarter from the completion date of the course. Failure of the Team Member to remain employed with Kal Tire will result in the outstanding loan balance to be repaid immediately upon termination or resignation. This will not apply to a permanent layoff or termination without cause.

If any Team Member is not able to be placed in a suitable position, the severance pay provisions of the Agreement will apply.

Any changes to wage categories, rates or layoff classifications necessitated by the introduction of the change will be negotiated by the Union and the Employer.

## **ARTICLE 20 – DURATION OF AGREEMENT**

### **20.01**

This agreement shall be effective from April 01, **2017** until March 31, **2020** and thereafter to the date when a new Collective Agreement comes into force, or until a strike or lockout occurs, whichever is first. Wages will be retroactive from April 1<sup>st</sup>.

## **ARTICLE 21 – LAYOFF PAY IN LIEU OF NOTICE**

### **21.01**

Layoff pay is to be paid in lieu of notice per the following schedule:

- a) One week, if the Team Member has been employed by the Employer for more than 3 months but less than 2 years,
- b) 2 weeks, if the Team Member has been employed by the Employer for 2 years or more but less than 4 years,
- c) 4 weeks, if the Team Member has been employed by the Employer for 4 years or more but less than 6 years,
- d) 5 weeks, if the Team Member has been employed by the Employer for 6 years or more but less than 8 years,
- e) 6 weeks, if the Team Member has been employed by the Employer for 8 years or more but less than 10 years, or
- f) 8 weeks, if the Team Member has been employed by the Employer for 10 years or more.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed on the day and year first above written.

**Dwayne Chomyn, Q.C.** \_\_\_\_\_  
Neuman Thompson – Edmonton

**Justin Varney** \_\_\_\_\_  
Area Manager - Mining  
Kal Tire – Ft. McMurray

**Bruce Robertson** \_\_\_\_\_  
Area Manager - Mining  
Kal Tire – Ft. McMurray

**Twila Pattyson** \_\_\_\_\_  
HR Mining Tire Group  
Kal Tire – Vernon

**Mike Bryan** \_\_\_\_\_  
I.A.M.A.W. Local Lodge 99 Representative

**Rob Jones** \_\_\_\_\_  
I.A.M.A.W. Local Lodge 99 Representative

**John Michael Berry** \_\_\_\_\_  
I.A.M.A.W. Local Lodge 99 Representative

**Wilson Brown** \_\_\_\_\_  
I.A.M.A.W. Local Lodge 99 Representative

**Jeremy Paul** \_\_\_\_\_  
I.A.M.A.W. Local Lodge 99 Representative

**Kevin Clark** \_\_\_\_\_  
Business Representative  
I.A.M.A.W. Local Lodge 99  
District 14



**Schedule "A"  
Town Store**

Wage Schedule

<b>Categories – Tire Technicians</b> (Grandfathered Team Members)		April 1, 2017 to March 31, 2020
T/S Leadhand		29.92
T/S Tire Tech A		28.05
T/S Tire Tech B		26.73
T/S Tire Tech C		25.17
T/S Tire Tech Prob.		22.69
Team Members hired after April 1, 2014	% of "A" rate	April 1, 2017 to March 31, 2020
T/S Tire Tech A		28.05
T/S Tire Tech B	93%	25.95
T/S Tire Tech C	86%	24.00
T/S Tire Tech Prob.	79%	22.20

\*T/S – Tire serviceman

<b>Categories - Mechanical</b>	% of "A" rate	Team members hired after April 1, 2014
Journeyman Mechanic		43.48
4th Year Apprentice	92.50%	40.22
3rd Year Apprentice	85.60%	37.20
2nd Year Apprentice	79.10%	34.41
1st Year Apprentice	73.20%	31.83

The Employer agrees to pay a 1% premium to a Journeyman Mechanic when mentoring an apprentice.

AFTERNOON or NIGHT shift premium; 7% additional to day shift rate above.

As of March 9, 2005 all Team Members currently holding a valid first aid certificate will be grandfathered and will be eligible for the 2% honorarium for the duration of the agreement provided the certificate is kept current.

## Schedule "B"

### SPECIAL CONDITIONS:

The following special conditions apply to Team Members working at the Syncrude Mine Sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, CNRL Plant Site, Fort MacKay Industrial Park and Fort McMurray town shop:

1. With the exception of transportation to and from the Town Store, the Employer agrees to provide to these Team Members transportation to and from the worksite without charge.

With the exception of those Team Members who have been banned from Company provided transportation for whatever reason – effective April 1, 2011, the Employer agrees to notify the Union and discuss the circumstances related to the "banning" prior to removing this benefit.

2. Shift scheduling at Mildred Lake, Mildred Lake Section Shop, Syncrude Mine Sites, Albian Sands Mine Sites, CNRL Mine Site, and Ft. MacKay Industrial Park will be based on 12 hour shifts and will be paid based on 12 hours at straight time.
3. Where a Team Member from the Town Store is temporarily assigned to work at the Syncrude Mine Sites, Mildred Lake Shop, Mildred Lake Section Shop, Albian Sands Plant Sites, CNRL Plant Site or Fort MacKay Industrial Park, he will be paid at the wage rate listed below.
4. Sick Pay (STD) for Kal Tire Team Members working twelve (12) hour shifts at Syncrude plant sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, CNRL Plant Site and Fort MacKay Industrial Park will be calculated based on 12 hours of straight time per day, the same amount as normally paid for a day's work as per the 12 hour table in Article 13.03.

Sick Pay (STD) for Kal Tire Team Members working 8-hour shifts at the Town Shop shall be paid as per the 8-hour table in Article 13.03.

5. Syncrude Mine Sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, CNRL Plant Site and Fort MacKay Industrial Park – Wage Rates:

**Schedule "B" cont.**

Wage Schedule

Earthmover T/S and OTR Repair Tech Rates from April 1, 2017 to March 31, 2020 (Grandfathered Team Members)	
<b>Categories</b>	
E/M & OTR Leadhand	47.44
E/M & OTR A	45.54
E/M & OTR B	44.12
E/M & OTR C	42.33
E/M & OTR Probation	40.38

Earthmover T/S and OTR Tech Rates From April 1, 2017 to March 31, 2020		
<b>Categories</b>	% of "A" rate	Team members hired after April 1, 2014
E/M & OTR Leadhand		47.44
E/M & OTR A	100%	45.54
E/M & OTR B	92.50%	42.12
E/M & OTR C	85.60%	38.96
E/M & OTR Probation	79.10%	36.04

\*E/M – EARTHMOVER TIRE SERVICEMAN

\*O.T.R. – OFF THE ROAD TIRE REPAIRMAN

Night shift premium for Team Members working 6x6, 7x7 (days and nights) in schedules A and B will be 7% this will be included in the relevant LOU'S.

This appendix of the current Agreement remains in force unless amended by mutual agreement between the Employer and the Union at the expiration of the contract for service work between the employer and Syncrude.

## **#1 - LETTER OF UNDERSTANDING - HOUSING SUBSIDY**

Except as set out herein, Kal Tire will pay each permanent Team Member a cost of living subsidy monthly, annualized on each regular pay cheque, as outlined below:

This benefit is limited to Team Members covered by this C/A and those on Short Term Disability only.

### **Monthly Subsidy**

Except as set out herein, Kal Tire agrees to continue to pay all current Team Members a monthly housing subsidy as follows:

- For the period April 1, 2017 to September 30, 2017, \$1200 per month;
- For the period October 1, 2017 to March 31, 2018, \$900 per month;
- For the period April 1, 2018 to March 31, 2019, \$800 per month; and
- For the period April 1, 2019 to March 31, 2020, \$600 per month.

Any Team Member hired after November 28, 2014 and before March 31, 2017 will receive the housing subsidy to a maximum of sixty (60) months.

**Team Members hired on or after April 1, 2017, will not receive a housing allowance.**

## **#2 - LETTER OF UNDERSTANDING – INCONVENIENCE PAY**

Kal Tire will pay each eligible Team Member inconvenience pay as follows:

- Effective April 1, 2017, \$20 per day;
- Effective April 1, 2018, \$10 per day;
- Effective April 1, 2019, \$0.

The Letter of Understanding will be modified to include Team Members scheduled to work at Syncrude Aurora, Albion Sands Plant Sites, CNRL Plant Site or Fort MacKay Industrial Park.

Kal Tire agrees to review the amount paid annually to ensure that it is consistent with the amount being paid by the Oil Sands Producers.

**#3 - LETTER OF UNDERSTANDING  
MINE SITE TRAINEES**

The Employer agrees to negotiate with the Union to create an LOU for "Mine site Trainees" including timeframe (i.e. 90 days per mine site) and distribution of Over Time (consistent with 6.05 as part of the Mildred Lake group)."

**#4 - LETTER OF UNDERSTANDING  
BETWEEN  
KAL TIRE  
AND  
The IAMAW, LODGE 99  
"Kearl Mine Site"**

Date: May 28, 2014

Re: Letter of Understanding in respect to Kal Tire Team Members permanent posted to Kearl Site.

This Letter of Understanding replaces the Letter of Understanding in the Collective Agreement of June 17, 2008, *Re: Letter of Understanding, "Kearl Project Unionized Team Members – Terms and Conditions"* signed June 18, 2011.

All terms and conditions of the current Collective Agreement shall apply to Kal Tire bargaining unit Team Members posted to the Kearl Site, except where this Letter specifies differences.

Similarly, Team Members doing "Field Work" from Mildred Lake or any other Kal Tire facility at Kearl Site, will be covered by the current Kal Tire Collective Agreement terms and conditions including appropriate rates of pay and benefits and shall not be affected by the specific terms and conditions contained in this Letter of Understanding applicable only to Team Members accepting a permanent posting to the Kearl Site.

1) The Kearl Site will be added to Article 1.01 as a site wherein Kal Tire Team Members are covered by the Collective Agreement.

2) The parties herein agree, the Union will make application to amend the Alberta Labour Board Certificate #272-93 to include Kearl Site as a site covered within our labour certificate for these Team Members, ensuring Kearl Site - Kal Tire Team Members fall within the Collective Agreement between the parties. All Team Members hired to work at this site will become members of the Union as all other sites and as per the C/A. The Employer will support the Union's application.

3) Special Conditions (Differences than C/A) for Permanently Posted Team Members to Kearn / Site;

- A) The Shift Schedule (number of days on and off work) will be as designated by Kearn, shifts will be scheduled as 120 hours per cycle, paid as hours worked per day at straight time. The current expected shift rotation shall be 10.5 day on and 9.5 days off or another similar arrangement as required by the customer in an effort to manage their shift changeover in the most effective manner; this rotation is subject to change by the customer. The Union will receive appropriate notice of changes to the shift rotations.
- B) All hours worked above 12 hours per day or on days off will be paid as per the applicable overtime rates within the C/A.
- C) This site is a fly in to site /camp - fly out from site/camp posting, Kal Tire's customer (Kearn) is providing the flights for free to permanently posted Kal Tire Team Members to the Kearn Site. Therefore no "inconvenience Pay" will be paid to these permanently posted Kal Tire Team Members to Kearn Site.
- D) Camp rooms and board will be provided free of charge to permanently posted Kal Tire Team Members by Kearn. Therefore, the "Housing Allowance" provided within the collective agreement will not apply and will not be paid to Kal Tire Team Members permanently posted to the Kearn Site.
- E) Wage Schedule for permanently posted Kal Tire Team Members is attached as **Schedule "C"**.
- F) Group **Gold** Insurance Benefit Coverage as per the CA as currently being used.

STD – Coverage and payment thereof will be as per the Kal Tire, Alberta Team Members Handbook.

LTD – Will be as per C/A -LTD will start after 90 calendar days (starts the 91st day off work) as per the C/A, and payments terms and coverage will be as per the C/A coverage and Insurance Plan for LTD (nothing changes from C/A on LTD start and coverage).

All other Group Insurance Benefits provided for in the C/A other than these listed above will as well apply to these Team Members as per the C/A including Accidental Death and Dismemberment and Life.

- G) If Kearn forces Kal Tire to remove a Team Member from Kearn Site or will not allow a Kal Tire Team Member to return to their Site for whatever reason, Kal Tire and IAMAW Lodge 99 Business Representatives and/or LL 99 Executive will meet to discuss if the company can accommodate that Union member at another Kal Tire Location within this bargaining Unit if the reasons for removal by Kearn were not considered a termination offence by Kal Tire. All rights within the C/A as well as to grieve are afforded to this member as usual.
- H) Kal Tire Union Team Members at this site must abide by Kearn Site rules, but will always have full rights of the C/A to grieve.

- I) The Employer will provide a T2200 to all Team Members working at a Fly in Fly Out operation.

**SCHEDULE "C" cont.  
Kearl Mine Site**

Wage Schedule

Grandfathered Team Members		April 1, 2017 to March 31, 2020
E/M & OTR A		41.20
E/M & OTR B		39.99
E/M & OTR C		38.45
E/M & OTR Probation		36.79
Hired after April 1, 2014 Team Members	% of "A" rate	
E/M & OTR A		41.20
E/M & OTR B	93%	38.28
E/M & OTR C	86%	35.57
E/M & OTR Probation	80%	33.07

All Collective Agreement provisions and rights within the C/A apply, as well as these changes listed herein which modify the C/A for "Permanently Posted Kal Tire Team Members to the Kearl Site".



## **#5 - Letter of Understanding Fort MacKay Store Location #322**

This letter of understanding is without prejudice or precedent basis and is specific to the Fort McKay store location #322 for Kal Tire only. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified here in. The purpose of this letter of understanding is to summarize the agreed to conditions pertaining to the company's desire to alter the current shift at Fort McKay (which is currently a 7x7, 12 hour per day continuous shift structure) to the proposed 8.5 hour per day Monday to Friday and Tuesday to Saturday structure. The reason for the change is to assist the company in dealing with the current economic conditions.

### Conditions

Team Members will be required to work new shift structure and these positions and any future positions at #322 will be posted. The shifts will consist of a split shift as described below.

- Monday to Friday and Tuesday to Saturday
- 7:30am to 4:30pm or 9:00am to 6:00pm start times

### In Addition

- Kal Tire will provide a third vehicle to enable their compliance to the LOU "Inconvenience Pay".
- Overtime in the #322 location will be offered to the Team Members of #322 first before going outside the branch.
- If a Team Member must be transferred to #322, other than for an accommodation or site access restriction issue, the company will first seek out volunteers from the common seniority list who have the required skill set, then, if finding none, will transfer the most junior Team Member in seniority with the required skill set.

This letter and its guiding principles will be in effect for the duration of this Collective Agreement. The parties agree to meet as required to discuss any issues with respect to these principles. This letter of understanding will expire at the end of this current Collective Agreement.

## #6 - Letter of Understanding – “Mildred Lake – Inventory Technician”

December 18, 2014

Re: Adding “Mildred Lake – Inventory Technicians” to the Collective Agreement

This letter of understanding will form part of the collective agreement and be in effect for the duration of the agreement. The parties agree to add a new role (Inventory Technician) and Wage Schedule “D” (see below) to the Collective Agreement.

The parties agree:

1. The pay rate schedule is as follows from April 1, 2017 to March 31, 2020

Wage Schedule:

Level A	40.37
Level B	37.55
Probation	34.92

Note: probation as per the CBA will be applied to newly hired Team Members only. Probation as applied to current Team Members electing to move into or out of (to another position in the company) this position will reflect only for the suitability of the position. All other terms and conditions of the Collective Agreement will apply while on probation.

2. Job description is:
  - a. Prepare orders for deliver or pickup according to shipper.
  - b. Receive delivered products.
  - c. Operate and maintain company vehicles and equipment.
    - i. This includes washing, top up levels, fueling, and pre and post trip inspections.
    - ii. Will NOT include mechanical maintenance or tire repair.
  - d. Complete deliveries by driving truck, van, and Pilot truck to and from sites.
  - e. Perform Inventory counts as requested.
  - f. Clean, sweep and organize the warehouse/yard and maintain a safe working environment.
  - g. Communicate and cooperate with supervisors and coworkers.
  - h. Follow standards and comply with procedures, rules and regulations.
  - i. Required to have a class 3 Q driver’s license and keep clean driver’s abstract as required by Kal Tire Insurance.
3. Inventory technicians will be in their own layoff classification and own wage category (as defined above) separate from all other positions. In the event of layoff Article 5.04 and 5.05 will be adhered to.

## #7 - Letter of Understanding – “Town Store – Inventory Technician”

October 25, 2016

Re: Adding “Town Store – Inventory Technicians” to the Collective Agreement

This letter of understanding will form part of the collective agreement and be in effect for the duration of the agreement. The parties agree to add a new role (Inventory Technician) and Wage Schedule “E” (see below) to the collective agreement. The parties agree:

The pay rate schedule is as follows from April 1, 2017 to March 31, 2020

Wage Schedule:

Level A	25.44
Level B	23.66
Probation	20.51

Note: probation as per the CBA will be applied to newly hired Team Members only. Probation as applied to current Team Members electing to move into or out of (to another position in the company) this position will reflect only for the suitability of the position. All other terms and conditions of the Collective Agreement will apply while on probation.

Job description is:

- a. Prepare orders for deliver or pickup according to shipper.
- b. Receive delivered products.
- c. Operate and maintain company vehicles and equipment, including but not limited to washing, top up levels, fueling, pre and post trip inspections
- d. Complete deliveries by driving truck, van, and Pilot truck to and from sites.
- e. Perform Inventory counts as requested.
- f. Clean, sweep and organize the warehouse/yard and maintain a safe working environment.
- g. Communicate and cooperate with supervisors and coworkers.
- h. Follow standards and comply with procedures, rules and regulations.
- i. Required to have a class 3 Q driver’s license and keep clean driver’s abstract as required by Kal Tire Insurance.

3. Inventory technicians will be in their own layoff classification and own wage category (as defined above) separate from all other positions. In the event of layoff Article 5.04 and 5.05 will be adhered to.

4. As per clause 11.04, The Employer agrees to hold annual job discussions prior to July 1 for all Team Members who are covered by this Agreement and are either Class “C” or Class “B” rate in any category.

## **#8 - Letter of Understanding – Overtime Directive**

New Letter of Understanding as follows:

1. This Agreement will supersede Article 6.05 of the Collective Agreement unless cancelled in accordance with Clause 8 or amended by the parties.
2. Team Members may indicate their willingness to work overtime by adding their name to the overtime sign up list.
3. Overtime will be distributed at first instance to the Team Members who have added their names to the overtime list. Team Members who have not put their name on the list, provided they would have been solicited to have worked overtime hours, will be deemed to have refused.
4. Overtime shall be distributed to the volunteers equitably and in accordance with Article 6.05.
5. In the event there are insufficient, qualified volunteer Team Members within a department to cover the Employer's overtime needs, provided the most junior Team Member is qualified and able to do the work required, the Supervisor will inform the Team Member that overtime is required.
6. A Team Member will not be required to perform overtime work a further time until such time each Team Member on the crew on the shift who is qualified and able to perform the work has been required to perform overtime work.
7. Except in the case of an emergency, the Employer will accommodate pre-approved vacation or pre-authorized time off commitments.
8. In the event that an overtime opportunity is improperly distributed, the affected Team Members redress will be to work another overtime shift of his choice. The Team Member must exercise this right within 60 days of the incident.
9. The parties will make their best efforts to address unforeseen issues regarding the operation of this Letter of Understanding but in any event, either party may terminate this Letter of Understanding on fourteen (14) days written notice.

This letter is effective as of the date of signatures.

# 2017

## JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

## FEBRUARY

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	1	2	3	4
5	6	7	8	9	10	11

## MARCH

S	M	T	W	T	F	S
26	27	28	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

## APRIL

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

## MAY

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

## JUNE

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

## JULY

S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

## AUGUST

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## SEPTEMBER

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

## OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

## NOVEMBER

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

## DECEMBER

S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

# 2018

## JANUARY

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

## FEBRUARY

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	1	2	3
4	5	6	7	8	9	10

## MARCH

S	M	T	W	T	F	S
25	26	27	28	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

## APRIL

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

## MAY

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## JUNE

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

## JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

## AUGUST

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

## SEPTEMBER

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

## OCTOBER

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

## NOVEMBER

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

## DECEMBER

S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

# 2019

## JANUARY

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## FEBRUARY

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	1	2
3	4	5	6	7	8	9

## MARCH

S	M	T	W	T	F	S
24	25	26	27	28	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

## APRIL

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

## MAY

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

## JUNE

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

## JULY

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

## AUGUST

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

## SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

## OCTOBER

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## NOVEMBER

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

## DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11